

AGREEMENT BETWEEN
SCOTT VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
CHAPTER #859
JULY 1, 2011 – JUNE 30, 2014
CSEA ratified MAY 3, 2011
Board ratified APRIL 13, 2011

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1 **ARTICLE 1. AGREEMENT**

2 1.1 This is an Agreement made and entered into this 5th day of April, 2011 by and
3 between the Scott Valley Unified School District, (hereinafter referred to as
4 “District”) and the California School Employees Association (CSEA), and its
5 Chapter 859 (hereinafter referred to as “Association”).

6

1 **ARTICLE 2. RECOGNITION**

2 2.1 The District recognizes the Association as the exclusive representative for that
3 unit of classified employees certified by the Public Employment Relations Board
4 on September 13, 2007. Substitute, short term, yard aides, consultants,
5 supervisory, and managerial employees are not members of the bargaining unit
6 and are not eligible for benefits defined in this Agreement.

7 2.2 This Agreement applies only to District classified employees included in said
8 representation unit.

9

1 **ARTICLE 3. DISTRICT RIGHTS**

2 3.1 It is understood and agreed that the District retains all of its powers and authority
3 to direct, manage, and control to the full extent of the law.

4 3.2 The District’s exercise of its power, rights, authority, duties and responsibilities;
5 the adoption of policies, rules, regulations, and practices in furtherance thereof;
6 and the use of judgment and discretion in connection therewith shall be limited
7 only by the specific and express terms of this Agreement, and then only to the
8 extent such specific and express terms are in conformance with the law.

9 3.3 It is also agreed and understood that no grievance shall be filed on the basis of an
10 alleged violation of this Article.

11 3.4 All matters not specifically enumerated as within the scope of negotiations in
12 Government Code Section 3500 are reserved to the District.

13

1 **ARTICLE 4. ORGANIZATIONAL SECURITY**

2 4.1 **Membership**

3 4.1.1 CSEA shall have the sole and exclusive right to have employee
4 organization membership dues and service fees deducted by the
5 District for employees in the classified bargaining unit.

6 4.1.2 Current Employees – Unit members who are members of CSEA
7 during the term of this agreement shall maintain their membership for
8 the term of this Agreement.

9 4.1.2.1 Unit members who are not members of CSEA prior to the
10 ratification of this agreement shall not be required to pay a
11 service fee or membership dues. If the unit member
12 subsequently elects to voluntarily submit an appropriate
13 written authorization for the deduction of membership dues,
14 the unit member shall maintain their membership for the
15 term of this Agreement.

16 4.1.3 New Employees – Employees who are hired after the date of
17 ratification shall have thirty (30) calendar days to either:

- 18 1) Become a member of CSEA, or
19 2) Pay the appropriate service fee in accordance with the CSEA dues
20 schedule, or
21 3) Qualify for religious exemption.

22 4.1.2.1 In the event a unit member does not voluntarily become a
23 CSEA member within thirty (30) calendar
24 days after the employee first comes into
25 the bargaining unit, the District shall
26 automatically initiate payroll deduction of
27 service fee amounts that do not exceed the
28 periodic dues of CSEA.

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4.1.2.2 No employee shall be obligated to pay dues or service fees to CSEA until the first month following thirty (30) calendar days after the employee first comes into the bargaining unit.

4.2 DUES

The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues, as voluntarily authorized in writing by the employee on the District form, subject to the following conditions:

- 4.2.1 Such deduction shall be made only upon submission of the District form to the designated representative of the District, duly completed and executed by the employee.
- 4.2.2 The District shall not be obliged to put into effect any new or discontinued deductions pursuant to the terms of this Article until the pay period commencing fifteen (15) days or more after such submission.

1 **ARTICLE 5. EVALUATIONS - PROBATIONARY & PERMANENT**
2 **EMPLOYEES**

3 5.1 **Procedures**

4 5.1.1 Probationary Each probationary status unit member shall receive a
5 written work performance evaluation by the immediate supervisor not
6 less than twice during the probationary period, which shall be nine (9)
7 months.

8 5.1.2 Permanent Each permanent status unit member shall receive a
9 written work performance evaluation by the immediate supervisor at
10 least once each year.

11 5.1.3 The immediate supervisor shall discuss each written evaluation with
12 the unit member and shall provide the unit member with a copy.

13 5.1.4 Any negative written performance evaluation shall include
14 recommendations for improvement in cited deficiencies.

15 5.1.5 The unit member shall have the right to respond to negative written
16 performance evaluations in accordance with Section 5.2.3,
17 Derogatory Materials.

18 5.2 **Employee Personnel Files**

19 5.2.1 Employee Inspection of Files

20 A unit member may inspect material in his/her personnel file which
21 may serve as a basis for affecting the status of his/her employment,
22 except materials which:

23 5.2.1.1 Are obtained prior to his/her employment;

24 5.2.1.2 Were prepared by identifiable examination committee
25 members; or

26 5.2.1.3 Were obtained in connection with a promotional
27 examination.

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5.2.2 When Files May Be Inspected

A unit member may inspect such material in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the unit member is required to render service. Such inspection shall take place under the supervision of a District administrator or designee.

5.2.3 Derogatory Materials

No materials of a derogatory nature, except the above specified items, may be placed in an employee's personnel file without allowing the unit member an opportunity (during a ten (10) day working period) to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office, and at times when the unit member can be spared from duty, as determined by the Supervisor. The unit member shall submit a request in advance to the Supervisor to leave the normal place of work during assigned duty times for such review and comment.

5.2.4 Dating of Files

All material placed in an employee's personnel file shall be dated and signed by the contributor.

5.2.5 Where Files Are Kept

The official personnel file of each unit member as referred to in this section shall be kept in the District Office.

1 **ARTICLE 6. ASSOCIATION RIGHTS**

2 **6.1 Access to Work Areas**

3 The Association shall have the right of access to areas in which unit members
4 work, subject to the following procedures and conditions:

5 6.1.1 All Association business, discussion, and activities shall be conducted
6 by unit members and Association officials outside of unit members’
7 assigned duty times, and in such a way which will not interfere with
8 school programs.

9 6.1.2 Unit members shall have the right to refrain from listening or
10 speaking with Association representatives.

11 6.1.3 Association representatives shall notify the Superintendent or
12 designee in advance of the time, place, and nature of Association
13 business.

14 6.1.4 Association representatives who are not employed by the District
15 shall also follow District procedures prior to visiting the school
16 campus.

17 **6.2 Use of District Facilities**

18 The Association may use District facilities, when not otherwise in use, for the
19 purpose of meetings concerned with the exercise of rights guaranteed by the
20 Educational Employment Relations Act. District policies regulating the use of
21 facilities must be followed.

22 **6.3 District Mail Boxes/Bulletin Boards**

23 The Association may use the school mailboxes and bulletin board spaces (at least
24 two of which shall be designated by the Superintendent or designee in places
25 where unit members work) and e-mail subject to the following conditions:

26 6.3.1 All postings for bulletin boards or items for school mailboxes must
27 contain the date of posting or distribution and the identification of the
28 organization, together with an authorization by an Association officer
29 that such material is an official Association publication;

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6.3.2 At the time of posting or distribution of copy of such material must be provided to the Superintendent or designee;

6.3.3 The Association shall not post or distribute information which is defamatory of the District or its personnel or for the purpose of political campaigning.

6.4 **Inspection of Personnel Files**

When exercising the duty of representation, a representative of the Association, upon written authorization of the unit member, shall be permitted to inspect materials in such employee's personnel file, subject to the procedures of Article 5, Sections 5.2.1 and 5.2.2.

1 **ARTICLE 7. HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION**

2 7.1 **Workweek and Workday**

3 7.1.1 Full-time Employment

4 Full-time employment within this representation unit consists of a
5 forty (40) hour workweek rendered in units of eight (8) hours per day,
6 180 days or more per year. The workweek shall consist of up to five
7 (5) consecutive workdays during the period of Monday through
8 Friday for all unit members rendering service averaging four (4) hours
9 or more per day during the workweek. This provision shall not apply
10 to unit members who agree to work a week of other than Monday
11 through Friday, security classifications, those unit members hired for
12 a workweek of other than Monday through Friday, the unit members
13 temporarily assigned [not to exceed twenty (20) work days] to a work
14 week of other than Monday through Friday in order to meet
15 emergencies. In the event of such an emergency assignment, all
16 Saturday and Sunday work shall be compensated at the overtime rate.
17 Any additional exceptions shall be negotiated upon request of the
18 District.

19 7.1.2 Work Day

20 The workday for all unit members shall be established and regularly
21 fixed by the District.

22 7.1.3 Extension of Work Day/Week

23 The District retains the right to extend the regular workday or work
24 week of unit members when it deems it necessary to carry out the
25 District's business.

26 7.1.4 Work In Excess of Assignment

27 A part-time unit member who is assigned to work a minimum of
28 thirty (30) minutes per day in excess of his/her regular assignment for
29 a period of twenty (20) consecutive work days or more shall have the

1 basic assignment changed to reflect the longer hours for the purpose
2 of fringe benefit proration.

3 **7.2 Meal Period**

4 A non-compensated meal period between thirty (30) and sixty (60) minutes shall
5 be provided all unit members who render service of at least six (6) consecutive
6 hours. The length of the meal period shall be determined by the Supervisor. The
7 Supervisor shall assign the meal period to be taken as soon after the conclusion
8 of four (4) hours of service as possible. The Supervisor may modify the length of
9 the meal period, with the agreement of the unit member, any time during the
10 work year with a corresponding modification in the beginning or ending time of
11 the work day of the unit member, in order to reflect the increased or decreased
12 time of the meal period. Once the unit member's work schedule has been set,
13 such modification in meal period shall not happen more that once during a school
14 year. The meal period shall be uninterrupted except in the event of an emergency.

15 **7.3 Rest Period**

16 A fifteen (15) minute compensated rest period shall be provided to unit members
17 for each four (4) hour period of service. This rest period shall be taken at the
18 direction of the Supervisor at or near the mid-point of each four (4) hour period
19 of service. Unit members who work at least six (6) hours but less than eight (8)
20 hours in a day shall be entitled to two (2) fifteen-minute compensated rest
21 periods, to be taken as scheduled by the Supervisor.

22 **7.4 Overtime Compensation**

23 **7.4.1 Definition**

24 Overtime compensation shall be provided to unit members who are
25 directed by their immediate Supervisor to work in excess of eight (8)
26 hours in any one day or in excess of forty (40) hours in any
27 workweek.

28 **7.4.2 Twenty Hour/Plus Work Week**

29 Unit members directed and authorized by the immediate Supervisor,
30 and who provide service to the District for five (5) consecutive work

1 days averaging four (4) hours or more per day, shall be provided
2 overtime compensation on the sixth (6th) and seventh (7th) day
3 following the commencement of the work week.

4 7.4.3 Less Than Twenty Hour Work Week

5 Unit members directed and authorized by the immediate Supervisor,
6 and whose average workday is less than four (4) hours shall be
7 provided overtime compensation on the seventh (7th) day following
8 the commencement of the workweek.

9 7.4.4 Computing Number of Hours Worked

10 For the purpose of computing the number of hours worked, time
11 during which a unit member is excused from work because of
12 holidays, sick leave, vacation, compensatory time off, or other paid
13 leave of absence shall be considered as time worked by the unit
14 member.

15 7.4.5 Rate of Compensation/Comp. Time

16 As determined by the District, the unit member shall be compensated
17 equal to time and one-half of the unit member's regular rate of pay or
18 shall receive compensatory time off at time and one-half of the unit
19 member's regular hours of pay.

20 7.4.6 When Comp. Time Is To Be Used

21 Unit members authorized by the District to take compensatory time
22 off in lieu of cash compensation for authorized overtime shall take the
23 compensatory time off, as approved by the District, within six (6)
24 calendar months following the month the overtime service was
25 rendered or will be paid at the end of the fiscal year, at the discretion
26 of the District.

27 7.4.7 Minimum Extra Assigned Hours

28 A unit member assigned to work by the immediate Supervisor on a
29 work day, after normal working hours or on a day not scheduled to be
30 worked shall receive at least two (2) hours of work at the appropriate
31 rate of pay. This provision shall not apply to any unit member who is
32 assigned, prior to leaving work, to work beyond the normal workday.

1 7.4.8 Work On Holidays
2 Unit members assigned by the District to work on one of the holidays
3 (pursuant to Section 9.1) shall be paid or given compensating time off
4 for such work (pursuant to Sections 7.4.5 and 7.4.6 above), in
5 addition to the regular rate of pay, at one and one-half times the
6 regular rate of pay.

7 7.4.9 Emergency Assignment
8 In the event of an emergency assignment (pursuant to Article7,
9 Section 7.1), all Saturday and Sunday work shall be compensated at
10 the overtime rate, unless specified in 7.4.3.

11 7.5 **Definition**

12 7.5.1 Emergency
13 For the purpose of this article, an “emergency” is defined as an event
14 which potentially involves injury to a person or damage to property.
15

1 **ARTICLE 8. COMPENSATION**

2 8.1 **Wages**

3 Unless otherwise noted, unit members shall be paid wages as provided in
4 Appendix “A”, Salary Schedule, effective the first working day of the month
5 after this Agreement is signed by both parties.

6
7 8.1.1 Bus Driver Stand-By Rate:

8 The driver's regular rate shall apply to non-driving time during field
9 trips.

10 8.1.2.1 For overnight field trips, drivers shall not be paid for the
11 required eight (8) hours of sleeping time.

12 8.1.2.2 The driver shall be responsible to provide adequate
13 security of their bus, consistent with the directives of the
14 District.

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16 8.1.2 Substitute Rate

17 8.1.2.1 If a unit member is directed to work out of a
18 classification that is at a lower or higher range than
19 his/her own, he/she will be paid on Step #1 of that range
20 or their current hourly salary, which ever is higher,
21 effective from the first day of work.

22 8.1.2.2 If a unit member volunteers to work out of a
23 classification that is in a higher rate than his/her own,
24 he/she will be paid on Step #1 of that range or their own
25 hourly salary, which ever is higher, effective from the
26 first day of work.

27 8.1.2.3 If a unit member volunteers work out of a classification
28 that is in a lower range than his/her own, he/she will be
29 paid at Step #1 of the lower range in which he/she is

1 voluntarily substituting, effective from the first day of
2 work.

3 8.1.3 Salary Step Advancement

4 A unit member who is promoted to a classification in a higher salary
5 range shall be placed on the step of the new salary range which is next
6 above the step on the previous range. Unit members shall advance one
7 step on the salary schedule of their classification, annually, on July 1
8 of each school year if they were employed by the District at least six
9 (6) months, in the same classification. If the employment is less than
10 six (6) months, than the next step advancement will happen on the
11 second July 1 after their first day of employment. This also applies to
12 promotions to a higher classification.

13 8.2 **Insurance Benefits**

14 8.2.1 Who Qualifies

15 Unit members who are normally assigned to work at least twenty (20)
16 hours per week shall be entitled to receive medical, dental and vision
17 coverage under the negotiated plan(s) for unit members and covered
18 dependents.

19 8.2.1.1 Enrollment in the above plans shall be pursuant to
20 procedures established by the carrier.

21 8.2.2 Part Time Employees

22 Notwithstanding the above section 8.2.1, part-time employees who
23 are regularly assigned to work at least twenty (20) hours per week are
24 eligible to receive a pro-rated monthly District insurance contribution
25 subject to carrier approval. The prorated contribution shall be based
26 on the regularly assigned work hours per day as compared to full time
27 employment (Article 7.1.1).

28 8.2.3 Tax Sheltered Annuity

29 A part-time employee eligible to receive a prorated District
30 contribution for the medical insurance plan (pursuant to section 8.2.2
31 above) who declines all District premium contributions shall be

1 eligible for a District contribution of \$100 per month to be applied
2 toward a tax sheltered annuity. The application of the District
3 contribution to a tax-sheltered annuity shall be consistent with
4 policies and regulations of the office of the Siskiyou County
5 Superintendent of Schools. This provision shall also be consistent
6 with procedures established by the health insurance carrier.

7 8.2.4 Premium Costs

8 It is specifically agreed and understood that premium costs for the
9 insurance plans are an integral part of the total compensation package.
10 The maximum District premium contribution for the above stated
11 insurance coverage shall be the established cap. It is agreed and
12 understood that any premium cost for these coverages not covered by
13 this District premium contribution shall be borne by the unit member,
14 in advance through a monthly prorated payroll deduction. The
15 amount of premium payments by the District in future fiscal years
16 shall be subject to meeting and negotiating, pursuant to Article 18.,
17 Completion of Meet and Negotiate.

18 It is also agreed and understood that the Board of Directors/Trustees
19 of the insuring agencies may modify benefits and coverage, insurers,
20 claims administration, eligibility requirements and premiums for the
21 specified medical insurance plan without any meeting and negotiating
22 between the parties pursuant to the Educational Employment
23 Relations Act.

24 8.2.5 Health Benefit Cap

25 ~~The classified unit member insurance benefits CAP will be \$7,800~~
26 ~~effective July 1, 2007 for the 2007-08 school year, prorated to accrue~~
27 ~~monthly.~~

28 The classified unit member insurance benefits CAP will be \$8,000 per
29 school year effective January 1, 2010, prorated to accrue monthly.
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1 All insurance benefit costs in excess of the Board established CAP,
2 shall be paid through prorated, monthly payroll deductions beginning
3 in the month of the increase.

4
5 The Superintendent shall forward notifications of insurance benefit
6 premium increases to all unit member bargaining group
7 representatives within 5 days of receipt at the district office.

8
9 The Superintendent or designee may meet with unit member
10 bargaining group representatives no later than the last week of August
11 to review available unit member options in the event of insurance
12 benefit cost increases exceeding the CAP. Those options shall then be
13 distributed to all unit members in the form of a written
14 memorandum/checklist to be completed, signed, and returned to the
15 district payroll office by September 1.

16 8.2.6 125 Plan
17 Beyond the above modification in the contract, the District will make
18 provisions for the unit members to take part in the Internal Revenue
19 Code (IRC) Section 125 Plan.

20 8.2.6 Unpaid Leave of Absence
21 A unit member on an unpaid leave of absence may participate, at the
22 unit member's option and at his/her expense, in the above insurance
23 coverages during the period of the leave, subject to the approval of the
24 insurance carriers.

25 8.2.7 Retirees
26 A unit member who retires from the District may continue, at his/her
27 own expense, coverage under the District group health insurance plan,
28 subject to carrier approval. Such premiums shall be paid by the
29 retiree directly to the carrier.

1 8.3 **Uniforms**

2 The District may require unit members to wear a distinctive uniform and items of
3 identification. As determined by the District, the purchase or lease of such
4 uniforms, equipment, identification badges, emblems, and cards required by the
5 District shall be borne by the District.

6 8.4 **Expense Reimbursement**

7 A member of the unit who has received the prior authorization of the District
8 shall be reimbursed for the cost of mileage, lodging, and meals incurred while in
9 the performance of duties, subject to the following conditions:

10 8.4.1 Mileage Reimbursement

11 A unit member who is authorized in advance to use his/her personal
12 automobile in the performance of duties, other than mileage to and
13 from home and the primary work site, shall be reimbursed at the
14 current IRS rate. To be eligible for such mileage reimbursement, unit
15 members must follow District approval and claim procedures. Per
16 diem expenses shall be reimburse in accordance with Board policy.

17 8.4.2 Lodging

18 Unit members who are required to travel away from their regular
19 assigned work site and as a result of work assignment, must lodge
20 away from home, will be reimbursed for actual and necessary
21 expenses as determined by the Board. If the costs exceed the rate
22 approved by the Board, they must have prior approval of the
23 Superintendent or designee.

24 8.4.3 Meals

25 Meals will be reimbursed at the Board approved rate. Unit members
26 who are required to travel away from their regular assigned work site
27 and as a result of the work assignment, must have meals away from

1 their District primary work site shall be reimbursed in accordance
2 with Board policy.

3 8.4.4 Reimbursement Procedure

4 All Reimbursement claims for mileage, lodging and travel expenses
5 shall be filed monthly on District forms. Receipts are required and
6 shall be attached. No receipts are required for meals.

7 8.5 **Retirement Incentive**

8 8.5.1 Qualifications for the Program

9 Unit members are eligible if they have performed service in a
10 position, in the unit, in the District, including all component district(s)
11 for a minimum of twenty (20) consecutive school years (excluding
12 authorized leave of absence). This program will be available from the
13 2007-08 school year through the 2009-10 school year.

14 8.5.1.1 Be at least 50 years of age

15 8.5.1.2 Retire from the District under either the Public
16 Employee's Retirement System or the State Teacher's
17 Retirement System.

18 8.5.2 Application Process

19 Unit members meeting all of the above qualifications may apply for
20 participation in the program. Applications shall be submitted, on the
21 District form to the Superintendent, (or designee), by hand, three (3)
22 months prior to the unit member's last day of work prior to
23 retirement. This will be offered to four (4) qualifying unit members
24 on a first come, first serve basis during each school year.

25 Applications will be received no sooner than July 1 for the current
26 school year (July 1 – June 30). For the 2007-08 school year only,
27 applications will be received from March 3, 2008 through March 31,
28 2008, for retirements prior to June 30, 2008. The retirement incentive
29 application is irrevocable barring unforeseen emergencies at the
30 discretion of the Superintendent.

1 8.5.3 Payment

2 A lump sum amount of \$3,500 will be paid with the final paycheck or
3 within one month after retirement.

4 8.6 **Professional Growth**

5 8.6.1 Courses – Classified unit members shall receive credit above their
6 normal salary schedule placement at ~~\$0.28~~ \$0.05 per hour for each
7 two (2) semester units of college or university credit earned in
8 addition to academic qualifications required for their position,
9 provided that courses taken are part of a college or university program
10 directly related to the unit member’s position. Courses are not to be
11 part of the unit member’s assignment.

12 8.6.2 Non-Credit Workshops – Classified unit members shall receive credit
13 above their normal salary schedule at \$0.28 for each 30 hours of
14 attendance at a non-credit workshop directly related to the unit
15 member’s duties and responsibilities. In the case of a workshop of
16 less than 30 hours in length, hours shall be accumulated until 30 hours
17 of attendance has accrued.

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19 8.6.3 Deadline - Written verification of successful completion, with a grade
20 of pass or better, must be submitted to the District by June 30 to be
21 included in the next years’ pay, beginning July 1.

22
23 8.8.1 Eligibility In order for classes and training programs to be eligible
24 for such a stipend, the unit member must obtain advance approval of
25 the Superintendent by filing the appropriate district forms. All costs
26 must be borne by the unit member and all training must occur on the
27 unit member’s time. Training courses and classes taken prior to
28 District employment, or courses taken which are required to maintain
29 employment, are not eligible for professional growth. All classes and
30 training programs which begin one month or more after the signing of
31 this Agreement by both parties may be considered for a professional

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growth stipend. Approved training programs shall be credited on the basis of fifteen (15) hours of training being equivalent to one college semester unit. (A maximum of ~~36~~ two (2) units). *Once a BA/BS is earned, the BA/BS stipend replaces all other professional growth stipends and the BA/BS stipend is the highest stipend that can be earned. Only one stipend will be awarded at a time.*

1 **ARTICLE 9. HOLIDAYS**

2 9.1 **Holidays** The following shall be the holiday schedule for unit members:

3 9.1.1 Independence Day (July 4)

4 9.1.2 Labor Day

5 9.1.3 Veteran’s Day

6 9.1.4 Thanksgiving Day

7 9.1.5 Day after Thanksgiving

8 9.1.6 Christmas Eve Day (December 24)

9 9.1.7 Christmas Day (December 25)

10 9.1.8 New Years Eve Day (December 31)

11 9.1.9 New Year’s Day (January 1)

12 9.1.10 Martin Luther King Jr. Day

13 9.1.11 Lincoln’s Day

14 9.1.12 Washington’s Birthday

15 9.1.13 Spring Holiday (the Friday of spring school recess)

16 9.1.14 Memorial Day

17 9.1.15 Additional Holidays: Any other day appointed by the President or the
18 Governor of this state pursuant to subdivisions (b) and (c) of Section
19 37220 of the California Education Code for a public fast,
20 thanksgiving or holiday.

21
22 9.2 The above holidays shall be observed according to the District calendar.

23 9.3 To be entitled to any of the above paid holidays, a unit member must be in a paid
24 status during any portion of the working day immediately preceding or
25 succeeding the holiday period. Regular classified unit members who are not
26 normally assigned to duty during the school holidays of December 24, 25, 31,
27 and January 1 shall be paid for those holidays provided they were in a paid status
28 during any portion of the working day of their normal assignment immediately
29 preceding or succeeding the holiday period.

1 9.3 Christmas Eve Day will be taken as a holiday in lieu of September 9 Admission
2 Day.

3 9.4 When one of the above holidays falls on a Sunday, the following Monday shall
4 be deemed to be that holiday. When one of the above holidays falls on a
5 Saturday, the preceding Friday shall be deemed to be that holiday.

6 9.5 Unit members assigned by the District to work on one of the above holidays
7 shall be paid or given compensating time off for such work (pursuant to Article
8 8, Compensation), in addition to the regular rate of pay, at one and one-half
9 times the regular rate of pay.

10 9.6 **Student Attendance Calendar**

11 The District will consult with the Association before establishing the school
12 calendar for the subsequent school year or making changes in the existing school
13 calendar.

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1 **ARTICLE 10. VACATION**

2 10.1 **Rate of Accrual**

3 Paid vacation leave shall accrue for unit members at the following rate:

4 10.1.1 One (1) to five (5) years: 0.038077 hours per each hour paid status
5 (10 days).

6 10.1.2 Six (6) to ten school years District service: 0.057692 hours per each
7 hour paid status (15 workdays per year of full-time service).

8 10.1.3 Eleven (11) or more school years of District service: 0.076923 hours
9 per each hour paid status (20 workdays per year of full-time service).

10 10.1.4 Effective July 1, 2008, all unit members employed prior to
11 Unification will move to the vacation accrual rate, per Article 10.1.

12 10.2 **Separation from Service**

13 Upon separation from service, a unit member shall be entitled to lump sum
14 compensation for all earned and unused vacation, except that unit members who
15 have not completed the probationary period of District employment in regular
16 status shall not be entitled to such compensation.

17 10.3 **Holiday**

18 A holiday falling within a vacation period shall not constitute a vacation day.

19 10.4 **Use of Leave/Carry Over**

20 The following provisions apply to unit members assigned to work 12 months per
21 year:

22
23 Accrued vacation may be taken at anytime during the school year, July 1 – June
24 30 upon the approval of the unit member’s supervisor. If the unit member is not
25 permitted to take the full-accrued vacation, the amount not taken shall
26 accumulate for use in the next year or be paid for in cash, at the option of the
27 District. However, the unit member may elect to accumulate, for use in the next
28 year, up to five (5) days of such unused vacation.
29

1 10.4.1 Unit members assigned to work the regular pupil attendance year will
2 not be permitted to take vacation.

3
4 **10.5 Vacation Pay**

5 Compensation for unit members is determined by adding together the annual
6 number of work days, holidays, and vacation days. The number of paid days is
7 then multiplied by the unit member’s hourly rate times the number of hours per
8 day. When this annual calculation is completed, the result is divided by 11 or 12.
9 The unit member may elect to receive an equal paycheck for such 11 or 12
10 months.

11
12 10.5.1 The following provisions apply to unit members paid by a time sheet:
13 Unit members will be paid for vacation earned at the end of the fiscal
14 year.

15 Holiday compensation shall be paid based on time sheet submission.

16
17 **10.6 Interruption of Vacation Leave**

18 A unit member shall be permitted to interrupt vacation leave due to
19 circumstances beyond his/her control as approved by the Superintendent to take
20 either bereavement leave or sick leave of no less than three (3) consecutive work
21 days for which hospitalization or medical care was required. Unit members must
22 follow all District procedures and requirements for requesting such vacation
23 rescheduling.

24

1 **ARTICLE 11. LEAVE POLICIES**

2 11.1 **Definition**

3 “Immediate Family” as used in this Agreement means the mother, father, aunt,
4 uncle, grandmother, grandfather of the unit member or spouse of the unit
5 member, and the spouse, son, son-in-law, daughter, daughter-in-law, or sister,
6 sister-in-law, or brother, brother-in-law of the unit member, or any person living
7 in the immediate household, or grandchild of the unit member or of the spouse of
8 the unit member. Verification may be required.

9 11.2 **Bereavement Leave**

10 11.2.1 Unit members shall be entitled to a maximum of three (3) days leave
11 of absence without loss of salary for the death of any member of unit
12 member’s immediate family. If travel out of state or more than 250
13 miles one way is required, a unit member shall be entitled to a
14 maximum of two additional days paid bereavement leave.

15 11.3 **Jury Duty**

16 11.3.1 A unit member is entitled to leave for the period he/she is required to
17 appear for trial jury duty. A unit member shall receive his/her regular
18 pay, less any amount received for trial jury fees, exclusive of allowed
19 mileage, parking, or meal expenses reimbursement.

20 11.3.2 Immediate notification shall be given to the immediate supervisor
21 upon receipt of the notice and the District absence reporting form
22 shall be completed by the unit member upon return to work. Proof of
23 service must be attached to the absence report upon return to work.

24 11.3.3 In the event that a unit member is excused from jury duty prior to the
25 last half of the unit member’s workday, he/she shall return to work.

26 11.3.4 Any unit member whose shift commences at 2:00 p.m. or after and
27 who is required to serve on a jury beyond 12:00 noon during any such
28 workday shall be relieved from work with pay.

1 11.4 **Military Leave**
2 11.4.1 Unit members covered by this Agreement are entitled to appropriate
3 military leave of absence provided by applicable law.

4 11.5 **Sick Leave**
5 11.5.1 Paid sick leave utilization shall be for absences which are necessary
6 and caused by illness, injury, pregnancy/childbirth, quarantine, or
7 otherwise allowed by law.

8 11.5.2 Sick leave shall be earned, for salary compensation purposes, at the
9 rate of one (1) day for each calendar month of continuous full-time
10 service, with an annual maximum of twelve (12) days for twelve (12)
11 month unit members. A part-time unit member shall be entitled to
12 sick leave on a pro-rated basis.

13 11.5.3 Accrual, Employed Less Than Five Days a Week
14 Unit members employed for less than five (5) days a week and/or less
15 than a full fiscal year are entitled to sick leave as follows:

16 11.5.2.1 A member of the unit employed five (5) days a week
17 who is employed for less than a full fiscal year is
18 entitled to that proportion of twelve days leave of
19 absence for illness or injury as the number of months
20 he/she is employed bears to twelve (12).

21 11.5.2.2 A member of the unit employed less than five (5)
22 days a week shall be entitled for a fiscal year of
23 service to that proportion of twelve (12) days leave of
24 absence for illness or injury as the number of days
25 he/she is employed per week bears to five (5). When
26 such persons are employed for less than a full fiscal
27 year of service, this and the preceding paragraph shall
28 determine that proportion of leave of absence for
29 illness or injury to which they are entitled.

1 11.5.4 Sick Leave Transfer

2 The District will, upon the request of the unit member, transfer
3 accumulated sick leave of a new unit member from the District of
4 previous employment. A unit member may request the transfer of
5 accumulated sick leave from the District of previous employment.
6 This must be done within thirty (30) days of hire.

7 11.5.5 Accumulation

8 11.5.4.1 At the beginning of each fiscal year, sick leave granted
9 under this section shall be credited to each unit member.
10 Such leave may be taken at any time within the unit
11 member's assigned work year.

12 11.5.4.2 Unit members may accumulate unused sick leave without
13 limitation. Unused sick leave is not paid upon separation
14 from service.

15 11.5.6 Doctor's Verification

16 The District may require, as a condition of payment of sick leave, a
17 doctor's verification following:

18 11.5.4.1 absence of more than three consecutive work days; or

19 11.5.4.2 if there is a pattern of absences.

20 11.5.6 Notify Supervisor

21 Unit members shall notify their immediate supervisor or designee in
22 advance of taking sick leave and in advance of returning to work after
23 sick leave, pursuant to District policies.

24 11.5.7 Extended Illness

25 A unit member becoming aware of the need for absences due to
26 surgery, pregnancy/childbirth shall submit a statement from his/her
27 physician as far in advance of the initial disability date as possible.

28 The physician's statement shall include the anticipated beginning date
29 of disability, the cause of the disability, and the anticipated date of
30 return to active service.

1 11.5.8 Doctor's Release

2 Unit members returning to work from sick leave after surgery or
3 serious illness, upon the request of the District, must provide a
4 medical doctor's release certifying medical permission to return to
5 work listing any work related restrictions, the duration of the
6 restrictions and the medical basis for such restrictions, prior to
7 returning to work. Upon being released to return to work, a unit
8 member may be required to have a fit for duty exam before returning
9 to work.

10 11.5.9 Deficit Use of Sick Leave

11 In cases where a regular unit member resigns or otherwise leaves the
12 service of the District after having used more sick leave days than
13 may have been earned for the current year, plus any prior year
14 accumulations, a deduction shall be made from the final warrant of
15 the salary or wages which may be due for each day of sick leave used
16 and not earned. If there is not enough money in the final payroll
17 warrant, then the unit member is required to pay the money due
18 within five (5) days.

19 11.5.10 Pregnancy, Miscarriage ...

20 Unit members are entitled to use sick leave for pregnancy,
21 miscarriage, childbirth and recovery therefrom, on the same terms and
22 conditions governing leaves of absence for other illness or medical
23 disabilities pursuant to BP/AR 4161.8 (FMLA). The length of leave
24 of absence, including the date on which the leave commences, and the
25 date on which the unit member shall resume duties, shall be
26 determined by the unit member and the physician.

27 11.5.11 Differential Pay

28 When a unit member is absent from duties on account of illness or
29 accident for a period of five (5) months or less, the amount deducted
30 from the salary due the unit member for the month in which the

1 absence occurs shall not exceed the sum actually paid any substitute
2 employed to fill the position during the absence. Notwithstanding the
3 foregoing provision, in the event that no substitute is employed during
4 such absence, the unit member shall be paid his/her regular salary.

5 11.6 **Catastrophic Sick Leave**

6 Unit members who suffer a catastrophic injury/illness, which results in the
7 bargaining unit member using all available paid leaves, shall become eligible to
8 use this catastrophic sick leave plan, subject to the restrictions and conditions in
9 these rules:

10 11.6.1 Catastrophic illness or injury is that which is expected to incapacitate
11 the unit member or a family member for an extended period of time,
12 and taking time off work created a financial hardship for the unit
13 member because he/she has exhausted all sick leave and other paid
14 time off. For purposes of Catastrophic Illness/Injury, a member of the
15 unit member's family will be limited to spouse, children, mother,
16 father, or an individual over which the unit member has legal
17 guardianship.

18 11.6.2 The unit member who is, or whose family member is, suffering from
19 a catastrophic illness or injury must submit a request in writing on
20 forms provided for donated Catastrophic Leave. The committee must
21 determine that the unit member is unable to work because of the unit
22 member's personal or family catastrophic illness after adequate proof
23 of illness has been provided in accordance with E.C. 44043.5, to
24 include but not be limited to a doctor's verification of illness an
25 declaration of compliance with the requirements of this leave.
26 Falsification of leave verification will be grounds for discipline.

27 11.6.3 As soon as practical, the Catastrophic Leave Committee (composed of
28 two (2) association members and the Superintendent) will meet and

1 determine whether or not the unit member's request shall be
2 approved. Approval must be unanimous by Committee members. If
3 the request is denied, the Association President shall notify the unit
4 member. If the request is approved, the Catastrophic leave Bank will
5 be reduced hour for hour, as needed, for each day awarded to the
6 requested unit member. In no event, shall the committee approve
7 more than forty-five (45) consecutive work days at a time

8 11.6.4 Donations to the Catastrophic Leave Bank may be made under the
9 following provisions

10 11.6.4.1 Any unit member may donate to the bank. The
11 maximum allowable to be donated is 30% of the unit
12 member's annual allotment.

13 11.6.4.2 In order to donate to the bank, a unit member must have
14 in reserve at least ten (10) sick leave days.

15 11.6.4.3 Donations to the Catastrophic Leave Bank are
16 irrevocable.

17 11.6.4.4 In the event donations are not used, they will be retained
18 in the bank.

19 11.6.4.5 The donation window period will be September 15th to
20 December 15th. The window period for the 2007-08
21 school year will be from March 1, 2008 – June 1, 2008.

22 11.6.4.6 In order to receive a donation, the unit member must
23 have contributed to the bank.

24 11.6.4.7 Unit members must use the Catastrophic Leave Bank
25 Donation form.

1 The Association agrees that it will not file, on its own
2 behalf or on behalf of any unit member, any grievance,
3 claim or lawsuit of any kind related to any attempt by a
4 unit member to retrieve donated sick leave used by
5 another unit member pursuant to this provision. The
6 Association also agrees that it will not file, on its own
7 behalf or on behalf of any unit member, any grievance,
8 claim or lawsuit of any kind which attempts to
9 challenge in any way the legality or enforcement of
10 this provision.

11 **11.7 Industrial Accident and Illness Leave**

12 11.7.1 Unit members who have reached permanent status continuous active
13 District service shall be eligible for leave of absence because of
14 industrial accident or illness which the District's industrial accident
15 insurance carrier considers a valid claim. Allowable leaves shall be
16 for not more than sixty (60) service days in any one fiscal year for the
17 same accident and shall commence the first day of absence.

18 11.7.2 Leave of absence under this provision shall not be accumulated from
19 year to year. When the industrial accident or illness leave overlaps
20 into the next fiscal year, the unit member shall be entitled to only the
21 amount of unused leave due his/her for the same illness or injury.

22 11.7.3 Unit members shall be paid such portion of the salary due them for
23 any month in which absence occurs as, when added to the temporary
24 disability indemnity under the California Labor Code, will result in
25 payment to them of not more than their full salaries.

26 11.7.4 Leave of absence applied for under this provision shall be reduced by
27 one (1) day for each day of authorized absence, regardless of a
28 temporary disability indemnity award to the unit member.

29 11.7.5 Industrial illness and accident leave is to be used in lieu of sick leave.
30 When entitlement to industrial illness and accident leave has been

1 exhausted, entitlement to sick leave shall then be used. If a unit
2 member is receiving a temporary disability indemnity, the unit
3 member shall be entitled to utilize only so much of his/her
4 accumulated sick leave and vacation leave which, when added to
5 his/her temporary disability indemnity, will result in a payment to
6 him/her of no more than his/her full salary.

7 11.7.6 Unless travel outside of California is authorized by the Board of
8 Trustees, unit members receiving benefits under the plan shall remain
9 in the state of California.

10 11.7.7 The District may require from time to time a written statement from a
11 physician verifying a unit member's absence under this leave. Upon
12 being released to return to work, a unit member may be required to
13 have a fit for duty exam before returning to work.

14 **11.8 Personal Necessity Leave**

15 11.8.1 Any unit member shall, upon request to the immediate supervisor, be
16 granted up to and including seven (7) days personal necessity leave
17 per any school year. For other than one (1) day's absence, permission
18 for utilizing this leave must be obtained from the immediate
19 supervisor or designee at least one (1) week in advance.

20 **11.9 Discretionary Days**

21 Up to four (4) days of personal necessity may be used as Discretionary Days or
22 "No Tell Days", but still must follow the unacceptable usage as described below.

23 11.9.1 Political purposes

24 11.9.2 Employee association business

25 11.9.3 Other employment

26 11.9.4 Any concerted work stoppage

27 11.9.5 Any illegal activity

1 **11.10 Federal/State Family Care/Medical Leave**

2 The Association and District recognize the following: (1) enactment of the
3 federal Family and Medical Leave Act (FMLA, 29 U.S. Code Sec. 2601 et seq.)
4 and the California Family Rights Act CFRA (referred to as the Family Care and
5 Medical Leave law – FCML, Government Code 12945.2) in the early 1990’s
6 provided mandatory regulation of several benefits already contained in the
7 Agreement between the Association and the District.

8
9 To the extent current contractual provisions provide benefits in excess of benefits
10 provided by the federal FMLA and the state CFRA, the contractual provisions
11 remain effective. To the extent current contractual provisions provide benefits
12 less than the minimums mandated by the FMLA and the CFRA, the federal and
13 state laws shall prevail. In combination, the contract, FMLA and CFRA laws
14 provide at least the following:

15
16 11.8.1 Definitions

17 11.8.1.1 “Parent” means a biological or adoptive parent, a
18 stepparent, a legal guardian, or other person who stood in
19 loco parentis to the unit member when the unit member
20 was a child.

21 11.8.1.2 “Child” means a biological, adopted, or foster child, a
22 stepchild, a legal ward, or a child of a unit member
23 standing in loco parentis who is either under 18 years of
24 age or is an adult dependent child who is incapable of
25 self-care because of mental or physical disability.

26 11.8.1.3 “Serious health condition” means illness, injury,
27 impairment, or physical or mental condition of the unit
28 member of a child, parent or spouse of the unit member
29 that involves either (1) inpatient care in a hospital,
30 hospice, or residential health care facility; or (2)
31 continuing treatment or supervision by a health-care

- 1 provider, or (3) other circumstances beyond the control
 2 of the unit member (i.e.: acts of God, fire, flood,
 3 earthquake, etc.).
- 4 11.8.1.4 If both parents of a child who are entitled to Family Care
 5 Leave, and both parents are unit members of the District,
 6 the District shall not be required to grant leave in
 7 connection with the birth, adoption, or foster care of a
 8 child that would allow the parents Family Care Leave in
 9 excess of a combined total of twelve (12) work weeks.
- 10 11.8.1.5 Seniority Protection: Family Care Leave does not
 11 constitute a break in service for seniority or the District
 12 unit member benefit plan.
- 13 11.8.1.6 Family Care Leave is an unpaid leave of absence. A unit
 14 member is required to use appropriate paid leave set forth
 15 in this Agreement. When paid leave is exhausted, the
 16 balance of the Family Care leave, if any, is unpaid. Any
 17 paid or unpaid leave entitled to be taken and taken for a
 18 reason that would also entitle the unit member to federal
 19 and state Family Care leave shall be designated also as
 20 federal/state Family Care Leave shall run concurrent with
 21 the unit member’s federal/state Family Care Leave
 22 entitlement.
- 23 11.8.2 Eligibility for Leave Under FMLA/CFRA and Catastrophic Leave
 24 Unit members are eligible for leave under FMLA/CFRA and
 25 Catastrophic Leave upon completion of the probationary period.
- 26 11.8.3 Health insurance coverage shall be maintained by the District for the
 27 duration of the leave not to exceed twelve (12) work weeks in a
 28 twelve (12) month period.
- 29 11.8.4 Notification of Family Care and Medical Leave
 30

1 This notification is provided to unit members. This Section is not
2 subject to the article entitled “Grievance.” This information is
3 provided for notification purposes only. Unit members may be
4 eligible for unpaid leave under the Family Medical Leave Act and/or
5 the California Family Rights Act. Unit members are requested to
6 consult with an Association representative or the District
7 administration for further particulars on this topic.

8 11.8.5 Upon return from Family Care Leave, a unit member is entitled to
9 return to the same position or classification. If the position is no
10 longer available, unit member shall be entitled to an equivalent
11 position with equivalent benefits, pay, and other terms and conditions
12 of employment. The determination of whether a position is
13 equivalent shall be based on established District policies and the
14 Agreement.

15 **11.11 Fit for Duty**

16 The District retains the right to require a unit member to participate and
17 cooperate in a fit for work evaluation at any time conducted by a medical doctor
18 or other medical care professional selected by the District. The cost of such
19 examination shall be paid by the District.

20 **11.12 Other Leave Without Pay**

21 11.10.1 Unpaid leave may be approved at the discretion of the Board of
22 Trustees for reasons not specified under other leave provisions of this
23 Agreement.

24 11.10.2 Advance approval is required. Requests are to be made on
25 appropriate District form and submitted to the District Office.

26 11.10.3 One full day’s pay shall be deducted from the unit member’s salary
27 and benefits for each day of leave taken.

28 11.10.4 Leaves of up to ten (10) workdays may be approved by the
29 Superintendent or designee. Requests for leaves of greater than ten
30 (10) working days and up to one school year may be approved by the

- 1 Board of Trustees upon the recommendation of a Leave Review
2 Committee. This committee shall consist of one District
3 administrator, one member of the Board of Trustees appointed by the
4 Board, and one District classified unit member appointed by the
5 Association.
- 6 11.10.5 Leaves shall not be granted to unit members for the purpose of
7 accepting other employment. For any leave request which is not
8 approved by the Leave Review Committee or the Board of Trustees,
9 the unit member shall be provided a written statement of the reasons.
- 10 11.10.6 Requests for leaves of absence for the following school year shall
11 normally be submitted to the District Office prior to April 1.
- 12 11.10.7 The District shall notify any unit member who is on a paid leave of
13 the expiration of their paid leave, at least five (5) workdays in
14 advance of their last paid leave day, by certified letter or by personal
15 delivery, in order for the unit member to apply for an unpaid leave.
16 The five (5) workdays will commence on the date of delivery of the
17 notice. This applies only to paid leaves authorized in Article 11 of this
18 contract.
- 19 11.10.8 Seniority will be reduced for all unpaid leave in excess of 90
20 consecutive days.

1 **ARTICLE 12. TRANSFERS AND PROMOTIONS/VACANCIES**

2 12.1 **Definitions**

3 12.1.1 Transfer

4 A move by a permanent unit member from one position or site to a
5 vacant position having the same job title and the same hours/day and
6 the same days/year.

7
8 12.1.2 Promotion

9 A change to a higher paying job classification or an increase in
10 hours/day or days/year in the same job classification or a move to a
11 job classification of the same compensation level with an increase in
12 hours/day or days/year.

13
14 12.1.3 Vacancy

15 Any unit position declared vacant by the District or any newly created
16 position approved by the Board.

17
18 12.2 **Notification**

19 Notice of vacancy shall be posted in the District Office and on bulletin boards at
20 each job site. The notice shall remain posted until the deadline for filing an
21 application for a transfer or for a promotion has passed, but in no event for less
22 than seven (7) calendar days. A copy of this notice shall be provided to the unit
23 President on or before the date it is posted. The notice shall include the job title, a
24 brief description of the position and duties, training and experience requirements,
25 job location, number of hours/day, number of days/year, the salary range, and the
26 deadline for applying.

27
28 12.3 **Unit Member Requested Transfer**

29 Unit members may request transfers when vacancies are posted. These requests
30 must be in writing on the appropriate form for consideration for such vacancy.

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12.3.1 Any unit member who wishes to be considered for a vacancy, which might occur during a period when the unit member is absent, must submit a letter and a stamped self-addressed envelope to the District Office prior to the absence indicating such interest. The letter shall state the beginning and ending dates of the absence and shall be valid only during the dates stated and shall list the classifications of interest.

12.3.2 The District determines qualifications for all positions. The District shall consider the following criteria when determining whether or not a unit member qualifies for a transfer:

12.3.2.1 The unit member's seniority in the classified service.

12.3.2.2 The employment work history, which includes evaluations of current and past job performance.

12.3.2.3 The unit member's training and experience.

12.3.2.4 Written test and oral examination scores.

12.3.3 Transfer requests to vacant positions shall be considered prior to outside applicants. Persons on the rehire list shall be offered the available positions before promotional applications are considered to fill the vacancies.

12.3.4 A unit member must have had a satisfactory, recently scheduled evaluation and the sending and receiving administrations must agree to the transfer.

12.4 Administrative/Involuntary Transfer

12.4.1 An involuntary transfer may be made at anytime in the best interests of the District and at the discretion of the District, provided such a transfer is not for punitive, arbitrary, or capricious reasons.

12.4.2 Any unit member subject to a District initiated transfer shall, upon written request, receive from the District superintendent or designee a written explanation of the reasons for the transfer within ten (10) working days of receipt of the request. At the request of the

1 bargaining unit member, reasons for transfers shall be discussed
2 between the bargaining unit member, CSEA representative and the
3 appropriate supervisor.

4 12.4.3 Involuntary transfers shall not change the bargaining unit member's
5 salary rate, benefits, accumulated illness leave, and accumulated
6 vacation credit, or in any manner adversely affect the bargaining unit
7 member's rights as provided in law.

8 **12.5 Promotions**

9 Unit members may request promotions when vacancies exist. These requests
10 must be in writing on the appropriate form for consideration for such vacancy.

11
12 12.5.1 Any unit member who wishes to be considered for a vacancy, which
13 might occur during a period when the unit member is absent, must
14 submit a letter and a stamped self-addressed envelope to the District
15 Office prior to the absence indicating such interest. The letter shall
16 state the beginning and ending dates of the absence and shall be valid
17 only during the dates stated and shall list the classifications of
18 interest.

19 12.5.2 The District determines qualifications for all positions. The District
20 shall consider the following criteria when determining whether or not
21 a unit member qualifies for a promotion:

22 12.5.2.1 The unit member's seniority in the classified service.

23 12.5.2.2 The employment work history, which includes
24 evaluations of current and past job performance.

25 12.5.2.3 The unit member's training and experience.

26 12.5.2.4 Written test and oral examination scores.

27 12.5.2.5 If all qualifications are equal, unit seniority shall prevail.
28

1 **ARTICLE 13. PROCEDURE FOR PROCESSING GRIEVANCES**

2 13.1 **Definitions**

3 13.1.1 Grievance

4 A “grievance” is an allegation by the grievant and/or the Association
5 that he/she has been adversely affected by a misinterpretation,
6 misapplication or a violation of the specific provisions of this
7 Agreement. Matters for which a specific method of review is
8 provided by law or by the rules and regulations of the District are not
9 within the scope of this procedure.

10 13.1.1 Grievant

11 A “grievant” is a unit member covered by the terms of this
12 Agreement.

13 13.1.3 Day

14 A “day” is any day in which the central administrative office is open
15 for business.

16 13.1.4 Immediate Supervisor

17 The “immediate supervisor” is the lowest level administrator having
18 immediate jurisdiction over the grievant who has been designated by
19 the District to adjust grievances.

20 13.1.5 Representation

21 A grievant may at any time present grievances to his/her employer,
22 and have such grievances adjusted through Level III without the
23 intervention of CSEA, as long as the adjustment is not inconsistent
24 with the terms of this Agreement.

25
26 Any matters or disputes concerning Article 19: Discipline Procedures,
27 shall not be subject to this grievance procedure. Any appeals of

1 disciplinary matters shall be undertaken pursuant to the appeal
2 process specified in Article 19.

3 **13.2 Informal Level**

4 Within twenty (20) days after the occurrence of the act or omission giving rise to
5 the grievance, the grievant shall attempt to resolve it by an informal conference
6 with his/her immediate supervisor.

7 **13.3 Formal Level**

8 13.3.1 Level I:

9 Within ten (10) days after informal conference, if the grievant is not
10 satisfied with the disposition of the informal conference, he/she must
11 present the grievance in writing on the appropriate form to his/her
12 immediate supervisor. This statement shall indicate the contract
13 provision alleged to have been violated, the circumstances involved,
14 the decision rendered at the informal conference, and the specific
15 remedy sought.

16 The supervisor shall communicate his/her decision to the unit member
17 in writing within ten (10) days after receiving the grievance. If the
18 supervisor does not respond within the time limits, the grievant may
19 appeal to the next level. Within the above time limits, either party
20 may request a personal conference.

21 13.3.2 Level II:

22 If the grievant is not satisfied with the decision at Level I, he/she may
23 within ten (10) days, appeal the decision on the District form to the
24 Superintendent or designee.

25 13.3.2.1 This statement shall include a copy of the original
26 grievance and appeal, the decisions rendered and a
27 statement of the reasons and basis for the appeal,
28 including why the decision at the previous level is not
29 acceptable.

1 13.3.2.2 The Superintendent or designee shall communicate
2 his/her decision to the grievant within ten (10) days. If
3 the Superintendent or designee does not respond within
4 the time limits provided, the grievant may appeal to the
5 next level.

6 13.3.2.3 In the event that the Superintendent is the immediate
7 supervisor who processed the grievance at Level I, this
8 level shall be bypassed.

9 13.3.3 Level IV: Mediation

10 13.3.3.1 Request for Mediation

11 In the event that the grievant is not satisfied with the
12 decision at Level II, they, within five (5) days, may
13 request in writing that the Association submit the matter
14 to mediation. Within five (5) days of the request of the
15 grievant, the Association may notify the Superintendent
16 in writing of a request for the services of a State
17 mediator. The district shall then contact the California
18 State Mediation and Conciliation Service within ten (10)
19 days and request that a mediator be provided.

20 13.3.3.2 Mediation

21 At the onset of mediation sessions, the mediator shall be
22 presented with positions of both parties and shall attempt
23 to mediate the disagreement.

24 13.3.3.3 Mutual Agreement

25 The parties shall attempt to reach agreement through
26 mediation within fifteen (15) days. If mutual agreement
27 by the parties is reached, that agreement shall be reduced
28 to writing and signed as final and binding.

29 13.3.3.4 Fees and Expenses

30 Any fees or expenses incurred shall be borne by the party
31 incurring them.

1 13.3.4 Level IV: Arbitration

2 If not satisfied with the decision at Level II, the grievant, within ten
3 (10) days after receipt of the Level II response, may request in writing
4 that the Association submit the grievance to a grievance arbitration.

5 13.3.3.1 The Association and the District shall, by mutual
6 agreement, select an arbitrator. If no agreement can be
7 reached within five (5) days of the above request of the
8 Association, the parties shall request the California State
9 Conciliation Service to supply a list of five (5) names of
10 persons experienced in hearing grievances in public
11 schools. Each party shall alternately strike a name until
12 only one name remains. The order of striking shall be
13 determined by lot.

14 13.3.3.2 In each dispute, the arbitrator shall, as soon as possible,
15 hear evidence and render a decision on the issue(s)
16 submitted. If the parties cannot agree upon a submission
17 agreement, the arbitrator shall determine the issue(s) by
18 discussion with the parties and by referring to the written
19 grievance and the answers thereto at each step. If any
20 question arises regarding the arbitrability grievance, the
21 arbitrator shall make a determination on this issue prior
22 to hearing the merits of grievance unless the arbitrator
23 determines otherwise.

24 13.3.3.3 After the hearing and after both parties have been given
25 an opportunity to make written arguments, the arbitrator
26 shall submit his/her findings and award to both parties.
27 The findings and award of the arbitrator shall be final
28 and binding.

29 13.3.3.4 The arbitrator shall have no power to add to, subtract
30 from, or modify the terms of this agreement, nor shall the

1 arbitrator be empowered to render a decision on issue(s)
2 not before the arbitrator.

3 13.3.3.5 The authority of the arbitrator to award back pay shall be
4 limited to the first of the fiscal year which the grievance
5 was first filed. The arbitrator shall be without power or
6 authority to make any decision which requires the
7 commission of an act prohibited by law.

8 13.3.3.6 The fees and expenses of the arbitrator shall be borne
9 equally by the Employer and the Association.
10 Concerning transcripts, the cost shall be borne equally by
11 the parties if the transcript is requested by both parties or
12 arbitrator. If the transcript is requested by only one
13 party, that party shall incur the expense. All other
14 expenses shall be borne by the party incurring them.

15 **13.4 General Provisions**

16 13.4.1 A decision rendered at any step in these procedures becomes final
17 unless appealed within the time limits specified.

18 13.4.2 Time limits given in these procedures may be modified by written
19 agreement of the parties involved.

20 13.4.3 If the same complaint or substantially the same complaint is made by
21 more than one unit member against one party, only one unit member
22 on behalf of himself/herself and the other complaints may process the
23 grievance procedure. Names of all aggrieved parties shall appear on
24 all documents related to the processing of the grievance. This
25 provision may be waived by all parties concerned.

26 13.4.4 Any unit member may present grievances in accordance with this
27 Article without intervention of the Association, so long as the
28 adjustment is not inconsistent with the terms of this Agreement. The
29 District shall not agree to the final resolution of the grievance until the
30 Association has been given an opportunity to file a response.

1 13.4.5 The grievant shall be present at all stages of the processing of a
2 grievance procedure. The grievant has the right of representation by
3 the Association at all levels of the grievance procedure.
4

1 **ARTICLE 14. SAFETY CONDITIONS OF EMPLOYMENT**

2 14.1 It is the responsibility of each unit member to report unsafe conditions to his/her
3 immediate supervisor. Such reports shall be in writing. Should the District not
4 correct an unsafe working condition within a reasonable time, the unit member
5 shall than have the right to report said alleged unsafe working condition to the
6 California Occupational Safety and Health Agency (CalOSHA).

7 14.2 The District shall prepare and post rules for unit member safety and the
8 prevention of on-the-job accidents. Such rules shall provide regulations and
9 precautions for safety of unit members in the performance of their duties.

10 14.3 The Association shall designate a unit member who shall serve as liaison to the
11 Superintendent for the purpose of inspecting District safety conditions.

12

1 **ARTICLE 15. SAVINGS PROVISIONS**

2 15.1 If any provisions of this Agreement are held to be contrary to law by a court of
3 competent jurisdiction, such provisions will not be deemed valid and subsisting
4 except to the extent permitted by law, but all other provisions will continue in
5 full force and effect.

6

1 **ARTICLE 16. EFFECT OF AGREEMENT**

2 16.1 It is understood and agreed that the specific provisions contained in this
3 Agreement shall prevail over District practices and procedures to the extent of a
4 conflict and over State laws to the extent permitted by State law and that in the
5 absence of specific provisions in the Agreement, such practices and procedures
6 are discretionary.

7

1 **ARTICLE 17. CONCERTED ACTIVITIES**

2 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-
3 down, picketing, or refusal or failure to fully and faithfully perform job functions
4 and responsibilities, or other interferences with the operations of the District by
5 the Association or by its officers, agents, or members during the term of this
6 Agreement, including compliance with the request of other labor organizations to
7 engage in such activity.

8 17.2 The Association recognizes the duty and obligations of its representatives to
9 comply with the provisions of this Agreement and to make every effort toward
10 inducing all unit members to do so. In the event of a strike, work stoppage, slow-
11 down, or other interference with the operations of the District by unit members
12 who are represented by the Association, the Association agrees in good faith to
13 take all necessary steps to cause those unit members to cease such action.

14 17.3 It is agreed and understood that any unit member violating this Article may be
15 subject to discipline, up to and including termination by the District.

16 17.4 It is also agreed and understood that in the event this Article is violated, the
17 District shall be entitled to withdraw any rights, privileges, or services provided
18 for in this Agreement or in District policy from any unit member and/or the
19 Association.

20

1 **ARTICLE 18. COMPLETION OF MEET AND NEGOTIATE**

2 18.1 Except as specifically provided in this Article and Article 21 (Term), during the
3 term of the Agreement the Association expressly waives and relinquishes the
4 right to meet and negotiate on wages, hours of employment, and terms and
5 conditions of employment including, but not limited to, reclassification, and
6 agrees that the District shall not be obligated to meet and negotiate with respect
7 to any subject or matter, whether referred to or covered in this Agreement or not,
8 even though such subject or matters may not have been within the knowledge of
9 contemplation of either or both the parties at the time they met and negotiated on
10 and executed this Agreement, and even though such subject or matters were
11 proposed and later withdrawn. Each party may re-open negotiations on Article 8
12 (Compensation) and any other two existing Articles of this Agreement by
13 notifying the other party in writing **no later than ~~September 15~~ March 15.**

1 **ARTICLE 19. DISCIPLINARY ACTION**

2 19.1 **Definition**

3
4 19.1.1 Disciplinary Action

5 A permanent classified unit member may be subject to disciplinary
6 action by the District for cause upon recommendation by the
7 Superintendent or designee. Disciplinary action includes dismissal,
8 demotion, or suspension without pay for six (6) or more working
9 days. A suspension without pay for five (5) or fewer working days is
10 not subject to the provisions of this policy. The District may suspend
11 a classified unit member without pay for five (5) or fewer days
12 without compliance with the provisions of this policy. The classified
13 unit member shall have the right to be represented at all stages of the
14 disciplinary action.

15 19.2 **Cause**

16 A classified unit member may be subject to disciplinary action for cause. Causes
17 for disciplinary action include, but are not limited to the following:

- 18 a. Incompetence or inefficiency in the performance of the duties of his/her
19 position.
- 20 b. Insubordination, including but not limited to, refusal to do assigned work
21 or refusal to follow directives of the Superintendent or the classified unit
22 member's supervisor.
- 23 c. Falsifying any information supplied to the District, including, but not
24 limited to, information supplied on application forms, employment
25 records, or any other District records.
- 26 d. Failure or inability to perform duties and responsibilities assigned to a
27 classified unit member's position.
- 28 e. Discourteous, offensive, or abusive conduct or language toward other
29 classified unit members, staff, pupils or the public.

- 1 f. Dishonesty.
- 2 g. Drinking alcoholic beverages on the job or reporting to work while under
- 3 the influence of intoxicating liquor.
- 4 h. Possessing or being under the influence of any drugs or narcotics or any
- 5 drug or narcotic offense as defined in Education Code Section 44011.
- 6 Unauthorized use of narcotics; controlled substances, or habit forming
- 7 drugs; use of any medication or other substance as to cause detrimental
- 8 effect on the classified unit member's ability to perform the duties and
- 9 responsibilities of his/her position.
- 10 i. Conviction of any crime involving moral turpitude.
- 11 j. Conviction of a felony.
- 12 k. Conviction or arrest for any sex offense as defined in the Education Code,
- 13 or conviction of a misdemeanor which is of such a nature as to adversely
- 14 affect the classified unit member's ability to perform the duties and
- 15 responsibilities of his/her position. A plea of guilty, or a conviction
- 16 following a plea of nolo conedere, is deemed to be a conviction within
- 17 the meaning of this section.
- 18 l. Repeated or unexcused absence or tardiness or absence or repeated
- 19 tardiness without authority or sufficient reason.
- 20 m. Abuse of illness, personal necessity, or discretionary leave privileges.
- 21 n. Offering of anything of value or offering any service in exchange for
- 22 special treatment in connection with the classified unit member's job or
- 23 employment or the accepting of anything of value or any service in
- 24 exchange for granting special treatment or another classified unit member
- 25 or to any member of the public.
- 26 o. Conduct which adversely affects the classified unit member's ability to
- 27 perform the duties and responsibilities of his/her position.
- 28 p. Violation of the Education Code, Board policy or rules of the District.
- 29 q. Unauthorized use or possession of District equipment for personal
- 30 purposes.

- 1 r. Violation of the District’s sexual harassment policy or the commission of
2 any act of sexual harassment.
- 3 s. Failure to possess or keep in effect any license, certificate, or other
4 similar requirement specified in the classified unit member’s job
5 description or otherwise necessary for the classified unit member to
6 perform the duties of this position.
- 7 t. Consistent with applicable law, physical or mental disability which
8 disability precludes the classified unit member from the proper
9 performance of his/her duties and responsibilities, as determined by
10 competent medical authority.
- 11 u. For classified unit members who drive a vehicle in the regular course of
12 their employment: failure to satisfy the insurability requirement of the
13 District’s insurance carrier under the District’s regular insurance policies,
14 or the District’s ability to obtain insurance for the classified unit member
15 under a high risk or any policy other than the regular insurance policies
16 does not mitigate this failure.
- 17 v. Abandonment of position.
- 18 w. Revealing confidential information, including, but not limited to,
19 personnel and student records.
- 20 x. Unlawful discrimination, including harassment, on the basis of race,
21 religious creed, color, national origin, ancestry, physical handicap, marital
22 status, sex, or age against the public or any staff member while acting in
23 the capacity of a District classified unit member.
- 24 y. Unlawful retaliation against any other District officer or classified unit
25 member or member of the public who, in good faith, reports, discloses,
26 divulges, or otherwise brings to the attention of any appropriate authority
27 any information relative to an actual or suspected violation of state or
28 federal law occurring on the job or directly related thereto.
- 29
30
31

1 **19.3 Abandonment**
2 A unit member shall be deemed to have abandoned his/her position if the unit
3 members fails to show up for work and perform his/her duties for three (3)
4 consecutive work days after the Superintendent or designee mails notice to the
5 unit member which informs the unit member that he/she will be deemed to have
6 resigned from his/her employment with the District unless said unit member
7 returns to work and performs his/her duties within five (5) work days from the
8 date the letter is mailed. Said letter shall be mailed certified mail, return receipt
9 requested to the last known address of the unit member. The unit member is
10 responsible for providing the District with his or her correct mailing address. If
11 the unit member fails to show up for work and perform his/her duties within five
12 (5) days after the mailing of said notice, then the unit member shall be
13 conclusively presumed to have abandoned his/her position and shall be deemed
14 to have resigned from his/her employment.

15 **19.4 Prior to Employee Becoming Permanent**
16 No personnel action shall be taken for any cause which arose prior to the unit
17 member's becoming permanent, nor for any cause which arose more than two (2)
18 years preceding the date of the filing of the notice of cause unless such as
19 concealed or not disclosed by such unit member when it could be reasonably
20 assumed that the unit member should have disclosed the facts to the District.

21 **19.5 Who May Initiate a Personnel Action**
22 The superintendent or designee may initiate a personnel action as defined herein
23 against a permanent classified unit member.

24 **19.6 Written Recommendation of Personnel Action**
25 19.6.1 In all such cases involving a personnel action, the person initiating
26 said action shall file a written recommendation of personnel action,
27 approved as to form by the District's legal counsel, with the secretary
28 of the Board of Trustees. A copy of the recommendation shall be
29 served upon the unit member either personally or by registered or

1 certified mail, return receipt requested, at the unit member's last
2 known address. The recommendation shall include:

3 19.6.1.1 A statement of the nature of the personnel action
4 (suspension with or without pay, demotion, reduction of
5 pay step in class, or dismissal);

6 19.6.1.2 A statement of the cause therefore as set forth in 19.2
7 above;

8 19.6.1.3 A statement of the specific acts or omissions upon which
9 the causes are based. If a cause stated in 19.2 above is a
10 alleged, the rule, regulations, or law violated shall be set
11 forth in the recommendation;

12 19.6.1.4 A statement of the unit member's right to appeal from
13 the order and of the manner and time within which
14 his/her appeal must be filed; and

15 19.6.1.5 A card or paper, the signing and filing of which shall
16 constitute a demand for hearing and a denial of all
17 charges.

18 19.6.2 Except in cases of emergency where the unit member must be
19 removed from the premises immediately, at least five (5) calendar
20 days prior to the effective date of any recommendation of personnel
21 action involving suspension with or without pay for more than five (5)
22 days, demotion, reduction in pay step or class, or dismissal, the
23 Superintendent or designee shall give the unit member written notice
24 of the proposed recommendation of the personnel action, including
25 the causes and reasons for the proposed action, a copy of the materials
26 upon which the proposed action is based, and the right to respond
27 either orally or in writing to the initiating party prior to the issuance of
28 the final recommendation. Any response made by the unit member
29 shall be considered by the initiating party prior to issuing any
30 recommendation or order. In the event of emergency circumstances
31 that requires removal of the unit member from the work sites

1 immediately, such notice and right to respond shall be provided to the
2 unit member at the earliest reasonable time after his/her removal from
3 the premises. In any case where the recommended personnel action is
4 a suspension with or without pay for five (5) workdays or less, the
5 superintendent or designee may order the suspension into effect
6 immediately on an interim basis, but shall either during the
7 suspension or within five (5) workdays thereafter give the unit
8 member written notice of the action including the causes and reasons
9 therefore, a copy of the charges and any materials upon which the
10 action is based, and a right to respond either orally or in writing to the
11 person who ordered the suspension into effect.

12 **19.7 Request for Hearing**

13 19.7.1 The unit member may, within five (5) calendar days after receiving
14 the recommendation of the personnel action described in 19.6 above,
15 request a hearing with the Board of Trustees by signing and filing the
16 card or paper included with the recommendation. Any other written
17 document signed and appropriately filed within the specified time
18 limit by the unit member shall constitute a sufficient request for
19 hearing.

20 19.7.2 A request for hearing may be mailed to the office of the
21 superintendent but must be received or postmarked no later than the
22 time limit stated herein. If the unit member against whom a
23 recommendation of personnel action has been filed fails to file a
24 request for hearing within the time specified in these rules, the unit
25 member shall be deemed to have waived his/her right to a hearing,
26 and if the person making the recommendation has not already ordered
27 the personnel action into effect on an interim basis, the person making
28 the recommendation may order the recommended personnel action
29 into effect immediately. A copy of such order shall be served upon
30 the unit member by certified mail, return receipt requested, and a copy

1 shall be delivered to the Board of Trustees for approval or ratification
2 by the Board.

3 19.7.3 At any time before a unit member's request for hearing is finally
4 submitted to the Board of Trustees for decision, the person making
5 the recommendation may, with the consent of the Board, serve on the
6 unit member and file with the Board an amended or supplemental
7 recommendation of personnel action. If the amended or supplemental
8 recommendation presents new causes or allegations, the unit member
9 shall be afforded a reasonable opportunity to prepare the defense
10 thereto. Any new causes or allegations shall be deemed controverted
11 and any objections to amended or supplemental causes or allegations
12 may be made orally at the hearing and shall be noted in the record.

13 19.7.4 Hearing on the Request

14 The Board shall conduct a hearing on the request at the earliest
15 convenient date, taking into consideration the established schedule of
16 the Board of Trustees and the availability of counsel and witness. The
17 Board shall issue a written decision on the matter within twenty (20)
18 calendar days after the conclusion of the hearing. A copy of the
19 decision shall be provided to the appellant or his/her designated
20 representative. The decision of the Board of Trustees shall be final
21 and binding, subject to established right of judicial review.

22 19.8 **Termination of New Probationary Classified Employees**

23 At any time prior to the expiration of the probationary period, the Board of
24 Trustees may, in its sole discretion, dismiss a probationary classified unit
25 member from the employ of the District. A probationary classified unit member
26 shall not be entitled to a hearing or to any statement of reasons for the Board's
27 action. Written notice of Board action shall be provided to the unit member
28 within fifteen (15) calendar days after the Board's action.

1 **ARTICLE 20. LAYOFF AND RE-EMPLOYMENT**

2 20.1 **Definitions**

3 20.1.1 Layoff

4 Layoff includes any reduction in hours of employment or assignment
5 to a classification or grade lower than that in which the unit member
6 has permanence, voluntarily consented to by the unit member
7 (pursuant to these provisions), in order to avoid interruption of
8 employment by layoff.

9 20.1.2 Classification

10 Classification means a particular employment position as listed in
11 Appendix B.

12 20.1.3 Length of Service

13 For the purposes of this article, seniority i.e. “length of service” shall
14 be based on the date of hire i.e. first day of work within the
15 classification, including time served in a higher classification and in
16 equal classifications excluding any periods of unpaid leave in excess
17 of ninety (90) consecutive work days and service performed prior to
18 entering into a probationary or permanent status. Therefore, a unit
19 member who works or has worked in two or more classifications may
20 achieve seniority in each separate classification. Seniority in separate
21 classifications shall not be combined for the purposes of layoff.

22 20.2 **Layoff Procedures**

23 20.2.1 In the event of such layoff, the order of layoff within the classification
24 shall be determined by length of service. The unit member who has

1 been employed the shortest time in the classification, plus higher
2 classifications, shall be laid off first.

3 20.2.2 In the case of two (2) or more unit members having identical
4 seniority, the seniority shall be determined by lot.

5 20.2.3 For the purpose of this provision only, the term “classification” and
6 “higher classification” shall refer to those classifications listed in
7 Appendix “B” (classification).

8 20.2.4 Prior to any layoff, the District shall post a seniority list of affected
9 unit members. The District shall also provide the Association with a
10 copy of the seniority list.

11 20.3 **Options of Unit Members Notified of Layoff**

12 The District shall notify a unit member whose position has been eliminated that
13 he/she must elect one of the following within five (5) working days of receipt of
14 notice. Except for options (g) and (h), the following options are listed in priority
15 order, and the unit member must select the first applicable option. The unit
16 member has the right to select options (g) and (h), regardless of the availability of
17 other options listed.

18 (a) Select a vacant position in the same classification which is equal in
19 pay and in number of hours of employment.

20 (b) Displace a less senior unit member from a remaining position in the
21 same classification which is equal in pay and number of hours of
22 employment.

23 (c) Select in another classification a vacant position in which the unit
24 member has previously completed the probationary period, which has

- 1 an equal number of hours of employment and for which the unit
2 member possesses the required licenses or certificates.
- 3 (d) Displace less senior unit member in another classification from a
4 remaining position in which the unit member has previously
5 completed the probationary period, which has an equal number of
6 hours of employment and for which the unit member possesses the
7 required licenses or certificates.
- 8 (e) Select options (a) through (b), which have a lower rate of pay.
- 9 (f) Select options (a) through (d) which have fewer number of hours of
10 employment.
- 11 (g) Elect to be laid off.
- 12 (h) Elect a service retirement.
- 13

14 **20.4 Notice of Layoff**

- 15 20.4.1 When, as a result of the expiration of a specially funded program, unit
16 members' positions must be eliminated at the end of any school year
17 and unit members will be subject to layoff for lack of funds, the unit
18 members to be laid off at the end of such school year shall be given
19 written notice on or before April 29 informing them of their layoff
20 effective at the end of such school year and of their displacement
21 rights, if any, and re-employment rights.
- 22 20.4.2 However, if the termination date of any specially funded program is
23 other than June 30, such notice shall be given not less than forty-five
24 (45) days prior to the effective date of their layoff.
- 25 20.4.3 When, as a result of a bonafide reduction or elimination of the service
26 being performed by any department, unit members shall be subject to

1 layoff for lack of work. Affected unit members shall be given notice
2 of layoff not less than forty five (45) days prior to the effective date of
3 layoff and informed of their displacement rights, if any, and re-
4 employment rights.

5 20.4.4 Nothing herein provided shall preclude a layoff for lack of funds in
6 the event of an actual and existing financial inability to pay salaries of
7 unit members, nor layoff for lack of work resulting from causes not
8 foreseeable or preventable by the Governing Board, without the
9 notice required by aforementioned subsections.

10 20.5 **Re-employment**

11 20.5.1 Re-employment shall be in the reverse order of layoff. Unit members
12 who are laid off are eligible for re-employment, in their former
13 classification for a period of thirty-nine (39) months. Such unit
14 members shall have the right to apply for positions, in different
15 classifications, within the District during the period of the thirty-nine
16 (39) months. Before offering re-employment, the District may
17 reorganize, restructure, and reassign unit members within their
18 classifications. Notwithstanding the above, it is agreed and
19 understood that the District has the right to discontinue a function or
20 service performed by a particular position within a classification. The
21 District shall not use volunteers or contracted services to fill the void,
22 on a continuous basis during layoff.

23
24 20.5.2 Unit members who take voluntary demotions or voluntary reductions
25 in assigned time in lieu of layoff shall be granted the right to return to
26 the classification/hours held prior to layoffs for a period of sixty-three
27 (63) months, provided the same tests of fitness under which they
28 qualified for the appointment shall still apply.
29

1 20.5.8 In the event of a layoff, the remaining bargaining unit members will
2 not have their workload increased nor will they be forced to work
3 overtime in order to maintain the pre-layoff work output.

4 20.5.9 In the event of a layoff, it is understood that the intent of the parties
5 concerned that volunteers shall not be used to displace classified unit
6 members.

7

1 **ARTICLE 21. TERM**

2 21.1 This Agreement shall remain in full force and effect July 1, 2011 and thereafter
3 shall continue in effect year by year July 1 through June 30 unless one of the
4 parties notifies the other in writing no later than March 15, each year, through
5 June 30, 2014, to amend or terminate the Agreement.

SCOTT VALLEY UNIFIED SCHOOL DISTRICT

APPENDIX "A"

2% between anniversary steps

1.02

**Classified Salary Schedule
2011-2012 Salary Schedule
Effective July 1, 2011**

Range	Position	2% between all steps										Anniversary					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	1.020	Year 13	Year 16	Year 19	Year 22	Year 25
												Step 11	Step 12	Step 13	Step 14	Step 15	
1	Aide Food Service / Delivery Worker Preschool Assistant	9.50	9.69	9.88	10.08	10.28	10.49	10.70	10.91	11.13	11.35	11.58	11.81	12.05	12.29	12.54	
2	Associate Preschool Teacher Custodian Transportation Clerk	11.00	11.22	11.44	11.67	11.91	12.14	12.39	12.64	12.89	13.15	13.41	13.68	13.95	14.23	14.51	
3	Career Technician Library Media Tech One-on-One Paraprofessional (NCLB compliant) Paraprofessional (NCLB compliant) Special Ed Paraprofessional (NCLB compliant) Preschool Teacher	11.50	11.73	11.96	12.20	12.45	12.70	12.95	13.21	13.47	13.74	14.02	14.30	14.58	14.88	15.17	
4	Cook Maintenance / Custodian Preschool Master Teacher	12.00	12.24	12.48	12.73	12.99	13.25	13.51	13.78	14.06	14.34	14.63	14.92	15.22	15.52	15.83	
5	School Secretary	13.50	13.77	14.05	14.33	14.61	14.91	15.20	15.51	15.82	16.13	16.46	16.79	17.12	17.46	17.81	
6	Bus Driver Assistant Mechanic Lead Maintenance / Custodian Preschool Site Coordinator	14.00	14.28	14.57	14.86	15.15	15.46	15.77	16.08	16.40	16.73	17.07	17.41	17.76	18.11	18.47	
7	Maintenance/Custodian Crew Leader Mechanic Mechanic/Maintenance/Custodian Transportation Crew Leader	15.50	15.81	16.13	16.45	16.78	17.11	17.46	17.80	18.16	18.52	18.89	19.27	19.66	20.05	20.45	
8	Technology Specialist	20.00	20.40	20.81	21.22	21.65	22.08	22.52	22.97	23.43	23.90	24.38	24.87	25.36	25.87	26.39	

NOTE:

1. The normal work day for a classified staff is 8 hours per day.
2. The Health Insurance CAP for full-time classified employees is \$7,800 thru 12-31-09 then \$8,000 effective 01-01-10.
3. Anniversary Steps (in the current position) at the beginning of the school year, effective July 1
4. AA/AS degree - annual stipend of \$250
5. BA/BS degree - annual stipend of \$500
6. "Special Needs One-on-One" paraprofessional - annual stipend of \$500 (work 4.25 hrs or more per day) and \$250 annual stipend (work less than 4.25 hrs per day)

Board Approved: 08-17-11

APPENDIX “B”
Classification for Layoff Purposes Only

- Aide (yard, lunch)
- Food Service/Delivery Worker
- Associate Preschool Teacher
- Custodian
- Transportation Clerk
- Career Technician
- Library Media Tech
- Paraprofessional (NCLB compliant)
- Special Ed Paraprofessional (NCLB compliant)
- One-on-One Paraprofessional (NCLB compliant)
- Preschool Teacher
- Cook
- Maintenance/Custodian
- Preschool Master Teacher
- School Secretary
- Bus Driver
- Assistant Mechanic
- Lead Maintenance/Custodian
- Preschool Site Coordinator
- Maintenance/Custodian Crew Leader
- Mechanic
- Mechanic/Maintenance/Custodian
- Technology Specialist